
IN THE
United States
Circuit Court of Appeals,
FOR THE NINTH CIRCUIT.

Maryland Casualty Company, a Corporation,

Plaintiff in Error,

vs.

The Citizens National Bank of Los Angeles, a Corporation,

Defendant in Error.

Notice of Motion to Strike Bill of Exceptions of
Plaintiff in Error From the Record.

WM. J. HUNSAKER,

E. W. BRITT,

T. B. COSGROVE,

Attorneys for Defendant in Error.

IN THE
United States
Circuit Court of Appeals,
FOR THE NINTH CIRCUIT.

Maryland Casualty Company, a Corporation,

Plaintiff in Error,

vs.

The Citizens National Bank of Los Angeles, a Corporation,

Defendant in Error.

Notice of Motion to Strike Bill of Exceptions of
Plaintiff in Error From the Record.

*To Plaintiff in Error, Maryland Casualty Company,
a Corporation, and to W. S. Bicksler, W. C.
Smith and Dale H. Parke, Its Attorneys:*

You will please take notice that on Wednesday, the 14th day of October, 1925, at the hour of ten-thirty o'clock a. m. of that day, or as soon thereafter as counsel may be heard, the defendant in error, Citizens National Bank of Los Angeles, will move the above entitled court, at its courtroom in the U. S. Post Office building, Seventh and Mission streets, in the city and county of San Francisco, state of California, to strike

from the record the Bill of Exceptions herein of the plaintiff in error.

The motion to strike said Bill of Exceptions from the record will be made upon the following grounds:

I.

That said cause was tried before the Hon. William P. James, one of the judges of the District Court of the United States for the Southern District of California, Southern Division, sitting at Los Angeles, California; that findings of fact and conclusions of law were signed and filed on the 7th day of March, 1925, and judgment entered thereon on the 9th day of March, 1925; that the term of court at which said judgment was entered was the January term; that said term expired on Sunday, July 12th, 1925; and that the Bill of Exceptions herein was not settled or signed until the 29th day of July, 1925.

II.

That the term of court at which the action was tried, the findings signed and the judgment entered had expired; that no order of the court, or of any judge thereof, had been made or entered, neither had the consent of the defendant in error or any of its attorneys been given, extending the time within which to settle said Bill of Exceptions beyond the term in which said action was tried and said judgment entered; that no motion for new trial, or any other motion or proceeding in said action, was pending and undisposed of upon the termination of said term of

court in which said action was tried and said judgment entered; and that no very extraordinary circumstances were shown to justify the court in settling and signing said Bill of Exceptions after the term had expired in which said judgment was entered.

III.

That said court and the judge thereof were without jurisdiction to settle said Bill of Exceptions.

IV.

That the Bill of Exceptions has been settled, signed and certified to this court in contravention of law, in that the term had expired before the same was offered for settlement.

The said motion to strike said Bill of Exceptions from the record will be based upon the records, files and proceedings in said cause, the Bill of Exceptions of plaintiff in error and the printed transcript of record upon writ of error herein.

WM. J. HUNSAKER,

E. W. BRITT,

T. B. COSGROVE,

Attorneys for Defendant in Error.

